

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant CMGRP Inc. DBA Weber Shandwick 700 13th Street, N.W., #800 Washington, D.C. 20005		2. Registration No. 3911
3. Name of foreign principal A. Ministry of Trade and Industry - Arab Republic of Egypt B. Alexandria Cotton Exporters Assn. (Alcotexa)	4. Principal address of foreign principal A. 2 Latin America Street, Cairo, Egypt B. 12 Mohamed Talaat, Nooman Street, Romi Station, Alexandria, Egypt	
5. Indicate whether your foreign principal is one of the following: A is <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party B is <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input type="checkbox"/> Committee <input type="checkbox"/> Corporation <input type="checkbox"/> Voluntary group <input checked="" type="checkbox"/> Association - Alcotexa <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant. A - the Ministry Executive Branch; Cabinet Level Agency b) Name and title of official with whom registrant deals. Rachi Mohamed Rachid, Minister of Trade and Industry		
7. If the foreign principal is a foreign political party, state: a) Principal address. N/A b) Name and title of official with whom registrant deals. c) Principal aim		

8. If the foreign principal is not a foreign government or a foreign political party,

B - Alcotexa

a) State the nature of the business or activity of this foreign principal

Promotes and develops cotton trade among exporters, importers and spinners.

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Alcotexa is a non-profit organization comprised of individuals and companies engaged in Egypt's cotton-exporting sector. Alcotexa promotes and develops cotton trade among exporters, importers, spinners and other bodies inside and outside Egypt. Alcotexa is self-managed by a general assembly comprised of its membership.

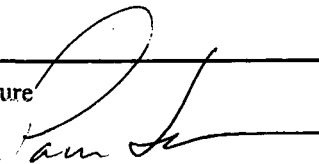
Date of Exhibit A

8/20/07

Name and Title

Pam Jenkins
President

Signature



INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant CMGRP Inc. DBA Weber Shandwick 700 13th Street, N.W., #800 Washington, D.C. 20005	2. Registration No. 3911
3. Name of Foreign Principal A - Ministry of Trade and Industry - Arab Republic of Egypt B - Alexandria Cotton Exporters Assn. (Alcotexa)	

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

We will create and coordinate a multi-country campaign to promote the quality of Egyptian cotton to manufacturers, retailers, buyers and consumers. The program may include advertising, research, media relations, brand marketing, web relations and special events. The goal is to increase public awareness and demand for products made from Egyptian cotton.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The program will include creating and placing advertising, undertaking research, conducting media relations, developing information materials and a web site, organize a series or promotional events, building brand partnerships and communicating with key opinion leaders.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Various federal agencies or Congress could possibly take action on matters related to foreign trade involving Egypt. Consequently, our activities would explain Egypt's attitude toward any such activities and explain the possible impact any such US Government decision might have on the Egyptian Ministry.

Date of Exhibit B 8/20/07	Name and Title Pam Jenkins President	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made as of the Thursday 1st of June, 2006

By and Between

- I.a) The Egyptian Ministry of Trade and Industry, having its head office at 2, Latin America Street, Cairo, Egypt and herein represented by H.E. Rachid Mohamed Rachid, in his capacity as Minister of Trade and Industry, vested with the power to enter into contract and granted the right to sign on its behalf.
- b) Alexandria Cotton Exporters Association "Alcotexa" having its head office at 12, Mohamed Talaat Noaman Street, Raml Station, Alexandria, Egypt and herein represented by Mr. Mohamed Zaki Montasser, in his capacity as President of "Alcotexa", vested with the power to enter into contract and granted the right to sign on its behalf.

(a. and b. herein above hereinafter collectively referred to as the "Client ")

OF THE FIRST PART

- II. Weber Shandwick, a company duly incorporated and validly existing under the Laws of United States of America, having its head office at 640 Fifth Avenue, New York, NY 10019, United States of America and herein represented by John W. Leslie, in his capacity as the Company's Chairman.

Promoseven Weber Shandwick for Public relation SAE, is the sole authorized representative of Weber Shandwick in Egypt and is located at 26, Mohamed Mazhar Street, Zamalek, Cairo, Egypt and herein represented by Mr. Fadi Kalim Salameh, in his capacity as the company's Chairman.

(Hereinafter referred to as the "Consultant")

OF THE SECOND PART

Both the first and second part herein after are referred to collectively as the "Parties"

RECITALS

WHEREAS, approval of his Excellency the Egyptian Prime Minister has been granted for direct contracting between Ministry of Trade and Industry, the Alexandria Cotton Exporters' Association, and Weber Shandwick Company for promoting the Egyptian Cotton Logo abroad with an amount of \$5 million, based on the urgent request of the Egyptian businessmen and exporters to support Egyptian cotton and textiles exports specially after the elimination of "Quota" allocated to the Egyptian textiles exports to the United States of America and European Union in 2005. In order to support the exporters in these markets to face fierce competition of cheap cotton products from China, India and Asia in



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addition to the subsidy granted by the United States to the American cotton producers and exporters.

To mitigate the aforementioned impediments, the need evolved for a strong promotion campaign for the Egyptian cotton logo in the global markets to raise awareness of Egyptian cotton characteristics and signify products bearing the Egyptian cotton trademark. Meanwhile, promote the Egyptian companies that export under the Qualified Industrial Zones Protocol (QIZ), to pave the way for Egyptian products to enter the American market without custom instead of previously charged 37% on the Egyptian textiles imports.

WHEREAS, the Client is empowered to trade in the finest quality Egyptian long fiber cotton which has a long standing international reputation for excellence, hereinafter referred to as the "Product" and owns the right, title and interest to certain trademarks, trade names and service marks used in connection with the Product, collectively referred to hereinafter as the "Trademarks"; and

WHEREAS, the Client desires to procure the services of a consultant to create international programs for advertising, marketing and promotion of the Product and further provide professional public relation services, as more fully described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Services"), in certain countries (the "Territory") as hereinafter defined; and

WHEREAS, the Consultant possesses the experience, personnel and know-how to provide the Client with the Services required and to render other services and assistance as provided hereunder; and

WHEREAS, the Client for the duration of this Agreement, as hereinafter defined, is willing to hire and retain the Consultant to provide the Services in the Territory, and shall pay the Consultant's fee as hereinafter defined, under the terms and conditions set forth herein below.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, and Exhibits "A, B, C, D" and all correspondences between both Parties which are considered integral parts of this agreement as well as all warranties, undertakings and covenants herein contained, the Parties hereto, being in full accord and having the legal capacity to enter into contract and make dispositions hereby agree as follows;

Article (I) Definitions

Unless the context otherwise specifies or requires, capitalized terms defined herein shall have the respective meanings assigned to them hereunder:

"Affiliate": Shall mean with respect to any entity, any natural person or firm, corporation, partnership, association, trust or other entity which controls, is controlled by, or is under common control with, the subject entity; a natural person or entity which controls an Affiliate under the foregoing shall also be deemed to be an Affiliate of such entity. For purposes hereof, the term "control" shall mean the possession, directly or indirectly, or the power to direct or cause the direction of the management and policies of any such entity, or the power to

veto major policy decisions of any such entity, whether through the ownership of voting securities, by contract, or otherwise.

"Client" shall have the meaning set forth above.

"Consultant" shall have the meaning set forth above.

"Duration of this Agreement" shall mean the term of the Agreement as specified in Article (III) herein.

"Service Fee" shall mean the fee which the Client will pay for the Duration of this Agreement to the Consultant as consideration for the Services provided under the terms and conditions of this Agreement.

"Steering Committee" shall mean the committee to be established by the Client for the purposes of this Agreement.

"Territory" Means the following countries: United States of America, England, France, Italy and Germany.

"Trademarks" shall mean the trade names, trademarks, and service marks set forth in Exhibit "C" attached hereto and incorporated herein by this reference, together with any other trademarks, trade names and service marks and registrations owned, or subsequently acquired by the Client that are used in connection with the Egyptian Cotton, the "Product".

Reference to terms defined herein shall include the plural or singular forms of such terms and the male, female, or neutral gender thereof, as appropriate. Any reference to persons shall include all natural and legal persons, regardless of their form or nature.

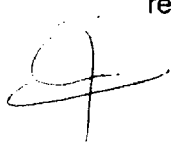
The use of the words "herein", "thereof", "hereof", "hereinafter", "hereinabove" and other words of similar import shall be deemed to refer to this Agreement as a whole and not to specific Article or paragraph thereof.

In rendering the Services on behalf of the Client hereunder, the Consultant shall have the right, to be assisted by any of its Affiliates and third parties (subject to the Client's prior written approval) who are qualified to perform such services, and accordingly, some or all of the Services to be provided under this Agreement may be provided by such third parties. Consultant shall pay directly any portion of the Service Fee or any other payment hereunder that should or can be allocated to any such third party. Approval is hereby granted to Consultant to be assisted by Promoseven in completion of its Services in Egypt.

Article (II)

Scope of Services

2-1 The Services to be performed by Consultant under this Agreement shall be of the nature, scope and in the manner described in Exhibit A, as may be reasonably amended from time to time jointly by the Client and the Consultant and shall also include such other service(s) as the Client may require in connection therewith (the "Services").



2-2 The consultant shall provide the Services in a manner compatible with best international practice and professional standards. Consultant shall perform the Services and carry out to the best of Consultant's ability all international advertising, marketing and public relations programs for the Product in accordance with the terms and conditions of this Agreement.

2-3 In the event the Client modifies or cancels any plans or work in process which was finally approved by the Steering Committee without reservation for publication, Client agrees to reimburse the Consultant for all actual expenses incurred relating thereto, to pay the Consultant the portion of the Service Fee related to completed works in accordance with the provisions of this Agreement

Article (III)

Term

The term of this Agreement (the "Term") shall commence on the date of signature and unless sooner terminated as herein provided, shall remain in full force and effect for a period of twenty four (24) months as of the Effective Date. The Parties agree to meet within three (3) months before the end of such period to discuss the terms of renewal of this Agreement.

Article (IV)

Compensation

4-1 For and in consideration of the Services rendered by or on behalf of the Consultant hereunder, the Client hereby agrees to pay to Consultant a Service fee (the "Service Fee") in accordance with the amounts calculated and prescribed in a memorandum to be submitted to the Steering Committee for approval prior to submission of any invoices as per mutual consent of the Parties hereto. The Service Fee shall be paid monthly commencing at the end of the first full month after the Effective Date and consecutively at the end of each month thereafter. The monthly payment during the Term will be payable within thirty (30) days from the date of receiving an invoice issued by Consultant showing the amount of Gross Receipts due on such date and evidencing delivery of the Works and/or completion of the Services as per approval of the Steering Committee to a manner fully satisfactory to the Client. For purposes hereof, "Gross Receipts" shall mean the monthly gross amount of the Service Fee inclusive of any national, sales tax, value added taxes, impost, levy or other similar taxes or duties.

4-2 All payments made pursuant to this Agreement, for Services performed outside Egypt, shall be paid in United States Dollars and wire transferred or transferred by other means to such bank account(s) as designated by the Consultant or its designee. If at any time legal restrictions shall be imposed on the transfer of U.S. Dollars that prevent the Client from making payments hereunder in such currency, the Client will notify Consultant immediately, and both Parties will use their respective best efforts to obtain any consents or authorizations which may be necessary in order to effect payment in such currency. If, despite the Parties' best efforts, such restrictions remain in effect with respect to payments

hereunder, the Client shall, to the extent permissible by law, make payments in such other currency and in such other jurisdiction as the Consultant or its designee may select. The Consultant or its designee's acceptance of payment in a currency other than U.S. Dollars will not relieve or release the Client from the obligation to make future payments in U.S. Dollars to the extent permitted by law.

4-3 Payments for any expenses incurred by the Consultant in Egyptian Pounds and duly approved by the Client shall be paid by the Client in Egyptian Pounds and shall be subject to the prevailing laws and regulations.

4-4 All payments required to be made by the Client to Consultant for Services to be performed outside Egypt, pursuant to this Agreement shall be within the gross amount approved by the Steering Committee inclusive of any taxes which may be imposed by the laws of Egypt on payments by the Client to Consultant. The Client shall promptly deliver to the Consultant receipts issued by applicable governmental authorities showing that all taxes were properly withheld in accordance to applicable law. Consultant shall fully and promptly cooperate with the Client to provide such information and records as the Client may request in connection with any application by the Client to any taxing authority with respect to any tax incentives.

4-5 All media expenses approved by the Steering Committee shall be paid in advance by the Client to Consultant within fifteen working days from the date of the payment request as made by the Consultant. Such payment requests shall demonstrate that the media expenses are required to be paid so that the payment dates will correspond to the due dates for payments by Consultant. Consultant shall provide Client with all substantiating documents, invoices and contracts with media outlets to support the requested advance payment, as required by the Client.

Article (V) **Duties and Responsibilities of Consultant**

5-1 During the Term of this Agreement the Consultant shall provide and/or cause its Affiliates, at the Consultant's cost and expense, to provide and implement on behalf of the Client the Services as set forth in detailed memorandum (work plans) to be approved by the Steering Committee prior to proceeding with any services covered by this Agreement for a total lump sum amount of \$ 5,000,000 (Five Million American Dollars) including, but not limited to:

- (i) International advertising, marketing and public relations programs required for the Product.
- (ii) Advise and assist the Client in connection with the various phases and aspects of comprehensive media relations on the local scene and public relations strategy, media briefings, media tours and monitoring required for marketing and promoting the Product.
- (iii) To carry out, as reasonably required, the Product advertising and diligently promote the Product by advertisement in magazines, entries in

trade directories, distributions to customers and potential customers in the most effective manner, point of service advertising material, or other forms of publication.

- (iv) Serve as the Client's international public relations firm to execute and deliver the aforesaid advertising and publicity as approved by the Client and produced by the Consultant and, to cooperate in advertising campaigns, promotion programs or other special activities in which Consultant may engage or specify from time to time, including the display of point services advertising and the distribution of special novelties, promotional literature and the like;
- (v) Advise and consult with the Client on any material variances. The Consultant undertakes not to use in any way in connection with the Product, whether in advertising or otherwise, any trade names, trademarks or service marks other than the Trademarks or any copyright material other than as approved in writing by the Client and shall in all events ensure that the Client's Trademarks are recognized on all promotional materials. The Consultant will comply with such advertising regulations and feature as the Client may prescribe from time to time.
- (vi) Comply with all statutory or other legal requirements and regulations of local or other authorities which are required to be complied with by any person providing the Services and preserve the goodwill and reputation associated with the Product.
- (vii) The Consultant shall submit to the Steering Committee for approval a detailed report for each quarter indicating the plan for advertising, marketing and public relations, the Consultant's opinion thereon and all other information which the Client from time to time may reasonably request.

- 5-2 The Consultant shall perform the services in good faith and with due diligence and shall at all times, protect the best interests of the Client, the Trademarks and the Product.

The Consultant shall, in accordance with Law # 89 for the year 1998, issue a confirmed irrevocable letter of Guarantee from a Prime A bank in the name of the "Export Development Fund" for the amount of \$ 250,000 (Two Hundred and Fifty Thousand American Dollars) being 5% of the total amount of the Service Fee to be issued for one year, renewed automatically unless called for by the Client.

Article (VI)

The Client's Rights and Obligations

- 6-1 The Client shall have the right to (i) monitor and inspect the progress of completion of the Services, (ii) receive written reports on such progress from the Consultant not less frequently than monthly, and (iii) review all materials made by the Consultant pursuant to Article (V) hereinabove.
- 6-2 Subject to Article 4.1 above, the Client shall be obliged to pay all amounts payable to the Consultant in consideration of the Services provided at the time such amounts are due and payable under this Agreement. The Consultant shall not be obligated to perform the Services or to cover any

shortfall in connection with the Services in the event the Client fails to pay any due payment on time for whatever reason, other than the Consultant's default and such default has not been remedied within thirty (30) days of the receipt of notice sent by the Consultant to the Client mentioning such default.

- 6-3 The Client warrants the validity of rights, licenses and permissions to use materials furnished to the Consultant by the Client and/or on the Client's behalf in the performance of this Agreement;
The Consultant shall be responsible for the accuracy, completeness and propriety of (i) information concerning the Client's organization, Product, services and competitors' products and services; (ii) any directions provided by the Client to the Consultant; (iii) compliance with all Egyptian laws and regulations; (iv) rights, licenses and permissions to use materials furnished to Consultant by the Client and/or on the Client's behalf in the performance of this Agreement; (v) the content of any press releases or other disseminated statements approved by the Client.

Article (VII)

Ownership and Acknowledgment of Trademarks / Intellectual Property Rights

7.1 Trademarks

7-1-1 To the extent that the Client is the sole and exclusive owner of all rights, title and interest in and to the Trademarks in all forms and embodiments, the Consultant recognizes and acknowledges the exclusive ownership rights of the Client to the Trademarks and any and all registrations thereof and acknowledges that all rights granted hereby to the Consultant to use the Trademarks in accordance with this Agreement are hereunder subject to the total control in their exercise by the Client consistent with this Agreement.

7-1.2 For all purposes of the relationship between the Client and the Consultant, the Client shall be deemed to be the sole and exclusive owner of all right, title and interest in and to the Trademarks in all forms and embodiments, and the Consultant's rights to use the Trademarks hereunder are subject to the Client's rights under this Agreement and as per the applicable laws and regulations including the Intellectual Property Laws;

7-1.3 Nothing contained in this Agreement or anything contemplated hereunder shall be construed to confer upon Consultant any right to have the Trademarks registered in the name of Consultant or to vest in Consultant any right of ownership to the Trademarks and Consultant shall not, directly or indirectly, register or cause to be registered, in any country or governmental subdivision, any trademark, trade name, service mark or copyright consisting of, related to, similar to and/or deceptively similar to any of the Trademarks.

7-1.4 The Client hereby grants the Consultant the non-exclusive and non-transferable right to use the trade names, trademarks, and service marks that constitute part of the licensed Trademarks on those items, materials and media or any other variation thereof used in connection with the

Services provided by the Consultant subject to the Client's prior written approval on any such specific uses.

- 7-1.5 The Consultant shall not infringe at all times any of the Client's Trademarks, all of which are owned and reserved to the Client. The Consultant shall indemnify and hold the Client harmless against any liability with regard to any infringement of any of the Trademarks. The Consultant shall promptly notify the Client of any suspected infringement by any third party of any Trademarks.

The Consultant shall in no way alter any Trademark or Trade name, and shall not use trademarks or trade names similar thereto, on stationary, advertising or displays or in its company name or in any other fashion whatsoever unless the written approval of the Client is obtained in advance for such use. If such use is approved, it shall in no way bestow any rights to such Trademarks upon the Consultant.

7-2 Other Intellectual Property Rights

All rights, including without limitation moral and intellectual property rights, worldwide with respect to any and all intellectual or other property of any nature produced, created or suggested by Consultant during the Term resulting from Consultant's Services (the "Materials") shall, upon full payment of Service Fees, become the sole and exclusive property of the Client who will retain full and unrestricted right to use, copy, publish, license or otherwise exploit the Materials. The Consultant shall keep the Materials at all times secure and in strict confidence and shall not copy the Materials or disclose any of the Materials or any of the Information to any third party without prior written consent from the Client (to be at the Client's absolute discretion). Without limiting the generality of the foregoing title to all arrangements, plans, drawings, specifications, ideas, characters, art work, logos, concepts, models or other tangible work product produced by Consultant in connection with the Services shall become the exclusive property of Client as soon as Client has paid for such Services (such payment being part of the Service Fee). The Consultant hereby acknowledges and agrees not to use the Materials, or any part thereof, nor to release, broadcast or authorize the broadcast or release of , nor to otherwise exploit the Materials directly or indirectly through any Affiliate of Consultant or any other third party or in any other manner whatsoever without obtaining the written permission of the Client, which permission the Client may withhold or condition in its sole absolute discretion. The provisions of this entire section shall survive the expiration or termination of this Agreement.

Article (VIII)
Termination

- 8-1 The Client shall be entitled to terminate this Agreement for any reason whatsoever with three (3) months prior written notice to the Consultant provided that all Works and/or Services contemplated hereby provided by the Consultant to the reasonable satisfaction of the Client as of the date of such termination shall be paid by the Client pursuant to Article 4.

8-2 This Agreement is made upon the express condition that if any of the following events of default shall occur:

- a) The Client fails to pay to Consultant the amounts due to Consultant under Article (IV) hereinabove for a period of 30 (thirty) days after notice from Consultant that such payment has not been paid on due date; or
- b) The failure of either Party to perform, keep or fulfill any of the other material covenants, undertakings, obligations or conditions set forth in this Agreement and the continuance of such default for a period of thirty (30) days after a formal notice of said failure has been issued by the other Party;

The rights, duties and responsibilities of the Consultant and the Client shall continue to be in full force and effect during the notice period(s) prescribed in item (i) and (ii) herein above, including the placing of advertising materials in any print media and in any broadcast media whose closing dates and/or date of broadcast fall within such notice period(s);

The non-defaulting Party may, in addition to any other remedy it may have at law or equity, terminate this Agreement, effective upon delivery to the defaulting Party of notice thereof, without need for any other legal or judicial procedure.

8-3 Upon termination of this Agreement for any reason whatsoever, the rights of the Consultant to use the Client's Trademarks as set forth under Clause 7 above shall cease immediately.

8-4 Upon the effective date of the termination or expiration of this Agreement, for whatever reason, the Client shall immediately pay Consultant all amounts owed by the Client to Consultant under this Agreement, and the Consultant shall immediately supply to the Client all Materials used in performing the Services to the Client.

Article (IX)

Representations and Warranties

9-1 The Consultant hereby represents and warrants that as of the day and year first set forth above, the following statements are true, correct and complete:

- i) The Consultant is in good standing under the laws of the United States of America, and has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and the performance and observance of all terms, conditions and obligations hereunder have been duly authorized by all necessary actions on the part of the Consultant.
- ii) The execution and delivery of this Agreement and the consummation of all of the transactions contemplated hereby do not and will not conflict with, or be in contravention of, any of the Consultant's governing documents or any resolution of the Consultant or any instrument or contract to which the Consultant is a party.
- iii) The Consultant has all the required experience, professional skills and resources to perform the Works and Services required under this

- Agreement in a timely and appropriate manner in accordance with this Agreement.
- iv) The authorized officer of the Consultant executing this Agreement has been duly authorized to execute this Agreement and any ancillary documents thereto. Upon request of the Client, the Consultant shall provide certified copy of the relevant authorization.
- 9-2 The Client hereby represents and warrants that as of the day and year first set forth above, the following statements are true, correct and complete;
- i) The Client is duly organized, validly existing and in good standing under the laws of Egypt and has all requisite corporate power and/or Ministerial authority to execute and deliver this Agreement.
- ii) The Client has all legal power, right, title and interest necessary to license the Trademarks and the rights pertaining thereto in accordance with the terms hereof to the Consultant.

Article (X) Indemnification



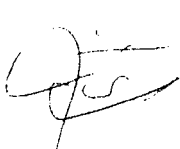
The Client and the Consultant agree to protect, indemnify and hold each other harmless from and against any and all costs, expenses, claims, demands, judgments, orders, decrees, damages or liabilities arising out of any tortuous conduct on the part of the indemnifying party.

This indemnity clause shall not include any indirect, incidental or consequential damages including but not limited to loss of profit.

Article (XI) Waiver and Partial Invalidity

The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any option, right or remedy contained in this Agreement shall not constitute a waiver or a relinquishment for the future of such provision, option, right or remedy. No waiver by either party of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such Party.

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provisions shall be replaced by agreement between both parties or pursuant to the order of a court of competent jurisdiction with a provision which is valid and enforceable and most nearly reflects the original intent of the invalid or unenforceable provision.



Article (XII)
Force Majeure

- 12.1 In this Agreement, "Force Majeure" shall be deemed to be any act of God and the like may include, but shall not be limited to any one or other of; war, terrorist activities, strike, industrial dispute, fire, earthquake, flood, storm or any others caused beyond error or negligence from the Parties or one of them similar or not to the previous subject that any of these circumstances, by due diligence, is uncontrollable by both parties.
- 12.2 If either party is prevented or delayed in the performance of any of his obligations under this Agreement by circumstances of Force Majeure, and if the affected party has given written notice thereof to the other party within fifteen (15) days of the occurrence of such event, specifying the details constituting Force Majeure, with necessary evidence that a contractual obligation is thereby prevented or delayed, and that the anticipated period during which such prevention, interruption or delay may continue indefinitely, then the affected or obligated party shall be excused from the performance or punctual performance (as the case may be) of such obligation as from the date of such notice for so long as may be justified without prejudice to any cause of action that may have accrued in the meantime in favor of the other party.

The Client and the Consultant (as the case may be) shall be diligent in endeavoring to prevent or remove the cause of Force Majeure. Either party upon receipt of the notice of Force Majeure under Article 12.2 shall confer promptly with the other and agree upon a course of action to remove or alleviate such cause (s), and shall seek reasonable alternative methods of achieving the same performance objectives under this Agreement. In any event, both the Client and the Consultant shall be prompt and diligent in removing all causes of interruption or delay in the work, insofar as each is able to do so.

Article (XIII)
Assignment

This Agreement and any rights hereunder may not be assigned, transferred, totally or partially.

Article (XIV)
Applicable Law and Dispute Settlement

- 14-1 This Agreement shall be construed in accordance with and be governed by the laws of Egypt including but not limited to Law #89 for the year 1998 for Tenders and Direct Contracting for Services and its Executive Regulations issued by the Minister of Finance # 1367 for the year 1998.

- 14-2 Any dispute or claims arising from or relating to this Agreement and its subject matter shall be finally resolved only by arbitration, and the first Party "Client" should acquire consents from the responsible Minister, under the rules of arbitration of the Cairo Regional Centre for Commercial Arbitration (the Centre) by three (3) arbitrators appointed according to the Centre rules and not by any judicial body or forum. Arbitration shall take place in the Centre's premises, in Cairo and shall be conducted in English and Arabic. The arbitration award shall be final, binding and may not be challenged by any of the parties hereto except for the reasons specified by law.

Article (XV)

Notices

- 15-1 Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals and other communication (herein collectively called "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing in Arabic or English and addressed to the Party to be so notified as follows:

If to Client:

Ministry of Trade and Industry (Cairo, Egypt)

H.E. Rachid Mohamed Rachid

Minister of Trade and Industry

Fax (+202-7955025)

If to Consultant:

Weber Shandwick

Mr. John W. Leslie

Fax (+1-212-445-8296)

- 15-2 All notices shall be deemed delivered: (a) at the time delivered by hand to the recipient party (or to an officer, director or partner of the recipient party); (b) one (1) business day after the transmission by facsimile (provided there exists a sender's confirmation report, specifying a facsimile number of the recipient, the number of pages, date of transmission and no problems or errors in transmission), or other reasonably reliable electronic communication system; or (c) four (4) business days after being placed in the hands of DHL, or similar worldwide commercial courier service with comparable service in Cairo, for guaranteed delivery in four (4) days or less.

Article (XVI)
General Provisions

- 16-1 Nothing contained in this Agreement shall be construed to be or create a partnership, joint venture or agency between the Consultant, its successors, or assigns, on the one part, and the Client and its successors and assigns, on the other part.
- 16-2 This Agreement cannot be changed or modified except by another agreement in writing signed by all Parties.
- 16-3 It is mutually acknowledged and agreed by the parties hereto that this Agreement contains the entire agreement between the Client and the Consultant with respect to the subject matter of this Agreement; that there are no verbal agreements, representations, warranties or other understandings affecting the same.
- 16-4 Any covenant, representation, warranty, term or provision of this Agreement which, in order to be effective must survive the termination of this Agreement, shall survive any such termination.
- 16-5 The Client shall not unreasonably withhold or delay any written request for consent or approval and any such withholding or approval of consent shall specify the reason therefore and shall be delivered within sixty (60) days after the written request by Consultant in accordance with this Agreement. If the Client shall have failed to reply to any request within sixty (60) days of a written request by Consultant, the Client will be deemed to have approved the request.
- 16-6 This Agreement shall come into force and be binding on the Parties hereto and their respective successors as from the date of the state Council's approval on the terms and conditions contemplated herein and the signature of the Parties hereto.

IN WITNESS WHEREOF, the "Parties" hereto have executed, or caused to be executed, this Agreement, all as of the day and year first above written.

a) The Egyptian Ministry
Of Trade and Industry
Represented by:
H.E. Rachid Mohamed Rachid

Date: _____

b) Alexandria Cotton Exporters
Association "Alcotexa"
Represented by:
Mr. Mohamed Zaki Montasser

Date: _____

OF THE FIRST PART

Weber Shandwick,
Represented by:
Mr. John W. Leslie

Date: 6/12/06

Promoseven Weber Shandwick
for Public Relations SAE
Represented by:
Mr. Fadi Kalim Salameh

Date: _____

OF THE SECOND PART

[Handwritten signature]

Exhibit A - Professional PR Services

ACTIVITY	
RESEARCH	
Develop research questionnaire and materials; conduct two focus groups in three U.S. cities plus UK, Italy, France and Germany; conduct telephone survey with 1,000 U.S. consumers; 400 each in Germany, France, Italy, and UK analyze results and present findings.	\$400,000
ADVERTISING	
Develop creative concept; develop media plan.	\$1,600,000
LAUNCH	
High profile event for editorial news media (newspapers, magazines both consumer and trade) to launch the campaign and generate stories. We would: identify and negotiate site; coordinate all event logistics; develop invitation, guest list, contact and secure attendees; prepare speaker remarks, press materials; arrange interviews. The budget also includes expenses associated with the event including food and beverage table, decoration/flowers, signage and site fee.	\$400,000
CONSUMER/TRADE RELATIONS	
PRESS KIT	
Develop a comprehensive kit of information on Egyptian cotton to be distributed at the beginning of the campaign and used throughout the media. Activities include: researching and gathering content, writing and editing all materials (this will include, but not be limited to fact sheets, news release about the campaign, news release on Egyptian cotton logo program; information on how Egyptian cotton is grown and what makes it the best, photos); the materials will be translated/adapted for use in each country; Special stationary and folder will be created to hold the materials and draw media attention to them.	\$130,000
CONSUMER/TRADE PUBLICITY	
This ongoing activity is the cornerstone of our effort to publicize Egyptian Cotton, the Egyptian cotton campaign and logo. Our targets are consumer and trade media, including home, fashion, marketing and feature reporters at newspapers, magazines, online publications and broadcast outlets. In order to keep Egyptian Cotton in the news we will research and develop story concepts; research and prepare all written materials needed to contact media (letters, news releases etc.); contact media to solicit stories, distribute press materials; conduct and coordinate interviews; monitor media for stories and provide news clips.	\$1,300,000
JOURNALIST VISITS	
Bring 10 key journalists from the US and 10 key journalists from the UK to Egypt to see and experience Egyptian cotton first hand; This would involve two visits of five journalists each per year. This activity includes identifying and contacting journalists, planning all trip logistics and schedule of events, preparing all trip briefing materials and itineraries, following up with journalists after trips.	\$224,000
WEBSITE	
Develop all content and visuals for a new site that is comprised of sections for consumers, media and manufacturers. The site will be in English as well as Arabic. The budget includes monthly site maintenance and updating/adding new press materials and information in both languages as well as reporting on traffic to site and analysis.	\$15,000

TRADE MISSIONS (1 MISSION in 1 CITY)	
Secure local sponsors; develop plan of activities for each mission, coordinate all visit logistics including contacting local organizations, civic officials, elected officials and business and opinion leaders; draft remarks for all presentations; contact local media; book and coordinate interviews; representatives in each market provide on-the-ground support.	\$210,000
Develop and test messages; contact potential pressure groups, establish and maintain relationships; develop preparedness plan, respond as needed.	
ACCOUNT MANAGEMENT	
Interoffice and inter-country coordination, client meetings, reports, planning and development, phone, fax, client correspondences, budget monitoring, travel.	\$476,000
CONTINGENCY EXPENSES	
To be re- allocated by approval from the Ministry of Foreign Trade to other items in the campaign.	\$245,000
TOTAL	\$5,000,000

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Exhibit B – Annual Service Payment Schedule

1. Client will make payments for Fees and Expenses on a monthly basis to Consultant within 15 days of receipt of invoice from Consultant upon verification that supporting documentation (including the activity report) submitted with the invoice meets Steering Committee requirements.
2. Consultant will provide activity report with each invoice and all supporting documents.
3. Payments for Services performed outside Egypt will be made in \$USD via wire transfer to Consultant.
4. Consultant will send one consolidated invoice to the Client from all offices participating in the program.



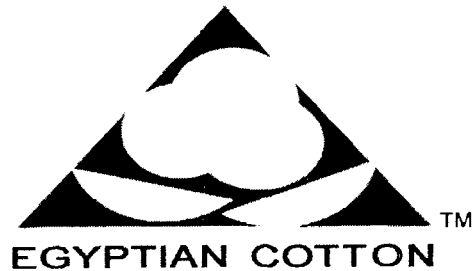


Exhibit C – Trademarks

The Egyptian Cotton Logo Trade Mark (shown below) is the absolute property of the Egyptian Ministry of Trade and Industry (MTI) and the Alexandria Cotton Exporters' Association (ALCOTEXA) (hereinafter collectively referred to as "the Grantors") and may not be used by any person except under and by virtue of the License Agreement or the Trade Mark Certificate.



To achieve certification, all products bearing the license should be made of 100% Egyptian cotton.

The purpose of the Certification Trade Mark is to identify that the goods in relation to which it is used are the goods of an Authorized User and which comply with specifications and standards when tested using the appropriate methods of test as stipulated from time to time by the Grantors.

The Certificate Trade Mark should be applied to the goods by a label affixed to the goods so that it is clearly visible. If the Certification Trade Mark is applied by any other means, the design of these means must be approved in advance by the Grantors.

Prior to the issuance of a Certificate for the use of the Certification Trade Mark every person applying for such a Certificate must submit a specific number of testing samples of the relevant goods to the COTTON EGYPT UNIT for appropriate testing procedures.

If COTTON EGYPT UNIT is satisfied:

(a) that the goods on which the Certification Trade Mark is proposed to be displayed, comply with the Specifications, Standards and Testing Procedures of the Grantors; and

(b) That the Person carries on or intends to carry on a bona fide business in goods to which the Certification Trade Mark may be applied, and upon signature by the Person of an Agreement and payment by the Person of the appropriate fee, the Grantors shall issue to the Person a Certificate for the use of the Certification Trade Mark.

Any Person issued with a Certificate under the provisions of Regulation above shall thereupon become an Authorized User for a period of One year.

Exhibit D

OBLIGATIONS AND RESPONSIBILITIES OF THE CONSULTANT TOWARD THE CLIENT

THIS ANNEX is details to the article (5) of the Agreement for Professional Services and is considered an integral part of it.

This ANNEX "D" shall be effective as of _____, 2005 (the "Effective Date"). Article V, Section 5-1 is hereby deleted in its entirety and replaced with the following new section 5-1(i):

"(i) International advertising, marketing and public relations programs required for the Product. The international advertising, marketing and public relations programs will include the following:

Research: An initial research program to measure current attitudes and perceptions about Egyptian cotton consisting of two focus groups in each of the following cities: New York, London, Paris, Berlin and Milan. In addition, a telephone survey to be conducted with 1,000 US consumers, and 400 consumers each in the UK, France, Germany and Italy. Prepare and present a comprehensive report of findings. A second survey research project will be conducted at the end of the first year of the campaign, to measure increased awareness of the program to date.

Print Advertising: The advertising program will comprise of creative, production and media planning and placement. The print advertisements will be designed to raise public and consumer awareness of Egyptian cotton. The media placement budget is estimated at \$1.3 million for the campaign. A budget of this size would permit 24 separate full-page media insertions in prominent US and European upscale consumer fashion lifestyle publications (such as Vogue and Elle), assuming an average media insertion of \$50,000.

Information/press kit: Consultant will draft, design and produce and distribute approximately 1,000 consumer information and press kits during this campaign.

Website: The Egyptian cotton website will initially include approximately 25 pages of printed content and graphics, and will be expanded to include more than 100 pages of content by the end of the first year. This site design and content will be coordinated with other campaign projects, including the advertising and information kits. Consultant will promote the web site through other campaign activities.

Consumer/trade publicity: Consultant will contact approximately 200 business, fashion and lifestyle trade publications in the United States and Europe to provide them with information about Egyptian cotton and pursue earned media stories and features about Egyptian cotton.

Journalist visits: Consultant will bring 10 journalists/editors from the United States and 10 from Europe to Egypt to tour cotton facilities and interview Egyptian private sector and government officials."

As of the Effective Date, all references to the "Agreement" in the Agreement shall mean the Agreement as amended by this Amendment 1.

Except as expressly amended by this Amendment 1, all other terms and conditions of the Agreement shall remain in full force and effect. All capitalized terms used in this Amendment 1, but not otherwise defined herein, shall have the meaning assigned to them in the Agreement.

This Amendment cannot be changed or modified except by another amendment in writing signed by all Parties.

This Amendment shall come into force and be binding on the Parties hereto and their respective successors as from the date of the state Council's approval on the terms and conditions contemplated herein and the signature of the Parties hereto.

IN WITNESS WHEREOF, the "Parties" hereto have executed, or caused to be executed, this Agreement, all as of the day and year first above written.

